

# Terms of Reference

## Cradle Coast Waste Management Group

### 1. Overview

#### 1.1 Background

The Cradle Coast Waste Management Group (CCWMG) was established to:

- Provide an integrated regional approach to waste management; and
- Implement strategies which minimise waste by using the waste hierarchy actions.

The CCWMG represents seven (7) northwest Tasmanian municipal councils (the “Participating Councils”) who agreed to participate in a voluntary waste levy scheme.

The Participating Councils are:

- Burnie City Council;
- Central Coast Council;
- Circular Head Council;
- Devonport City Council;
- Kentish Council;
- Latrobe Council; and
- Waratah-Wynyard Council.

The CCWMG membership consists of the General Managers from the Participating Councils.

The CCWMG works closely with the Northern Tasmanian Waste Management Group and the Southern Tasmanian Councils Authority in the development and delivery of waste management programs and in the sharing of resources and services.

West Coast and King Island Council’s do not currently participate, however, opportunity for participation is open, subject to contribution to the voluntary waste levy scheme. The CCWMG will aim to share intellectual property with non-participating Councils if requested.

#### 1.2 Existing Agreements

The Participating Councils agreed to implement a voluntary waste levy, charged on a per tonne basis, for all waste disposed of to landfill. Landfills subject to the collection of the voluntary waste levy are:

- Dulverton Regional Waste Management Authority's Landfill;
- Central Coast Council's Resource Recovery Centre and Landfill; and
- Circular Head Council's Port Latta Landfill.

This Terms of Reference replaces the following agreements:

- Interim MOU between DWM and Burnie City, Central Coast, Circular Head, Devonport City, Kentish, Latrobe & Waratah Wynyard Councils for Waste Levy Collection, Financial Management & Project Delivery;
- MOU between the CCA and DWM for the CCWWMG Financials Management; and
- MOU between the CCA, CCWWMG and DWM for administrative arrangements.

An Agreement covering the administration and management of the voluntary waste levy was made on 23rd November 2007 between Dulverton Waste Management (DWM), Circular Head Council, Central Coast Council and Burnie City Council. In November 2012, the Burnie City Council decommissioned their landfill and are no longer responsible for the collection of a voluntary waste levy. The Waste Levy Agreement will continue until the landfill owner(s) choose not to participate in the voluntary collection.

A Memorandum of Understanding (MOU) exists as an agreement between Tasmania's three regional waste management authorities for joint waste reduction and resource recovery communication activities. The three authorities are:

- Cradle Coast Waste Management Group;
- Northern Tasmanian Waste Management Group; and
- Southern Tasmanian Councils Authority.

## 2. Term

This Terms of Reference is effective from 1st November 2020 and will be reviewed on 30th June 2022, thereafter biennially or as required by the CCWWMG.

This Terms of Reference may be amended, varied or modified after consultation and agreement by the CCWWMG members.

## 3. Membership

### 3.1 CCWWMG Membership

The CCWWMG will operate with membership being the General Managers from the Participating Councils.

Group membership comprises of the following arrangement:

### 3.1.1 Council Members:

The CCWVG will comprise the General Manager from each Participating Council or their nominated proxy who will attend meetings during periods of leave by the General Manager.

In cases where the General Manager works for more than one council then that General Manager will represent each individual council and vote for each council.

General Managers will also be responsible for ensuring that:

Technical staff respond to requests for information, participate in groups as requested, and undertake works etc;

The activities of the Group are effectively communicated to elected members.

### 3.1.2 Chairperson:

The Chairperson shall be a member of the CCWVG appointed by the members of the Participating Councils. Appointment is for a term of two (2) years. If the exiting Chairperson is re-nominated, subsequent terms of appointment will be permitted.

### 3.1.3 Deputy Chairperson:

The Deputy Chairperson will be appointed by a vote of the CCWVG. Appointment is for a term of two (2) years. If the exiting Deputy Chairperson is re-nominated, subsequent terms of appointment will be permitted.

Any reference to the Chairperson in this document will apply to the Deputy Chairperson in the absence of the Chairperson.

### 3.1.4 Dulverton Waste Management:

DWM will manage the CCWVG financials, provide administration assistance, provide technical and project management expertise and assistance.

DWM will be represented by its CEO and/or designated officers on an ex-officio basis with no voting rights.

## **3.2 Voting Members**

Voting Members are the seven (7) Council Members, with each Council having a single vote.

## 4. Objectives

### 4.1 Objectives of the CCWVG

- a) To develop strategies and plans to manage waste sustainability including a:
  - 5-year CCWVG Strategic Plan;
  - Annual Plan & Budget; and
  - 10 Year financial Management Plan.
- b) To monitor the implementation of actions contained in the Strategic Plan and Annual Plan & Budget, including monitoring and management of the budget;
- c) To provide a regional voice to the State and Federal Government and Industry in relation to waste management issues, policies and practices;
- d) To source and administer State and/or Federal Government funding for agreed waste management initiatives and projects;
- e) To provide a forum for high level dialogue and communication sharing of information between councils, industry and community; and
- f) To be the central contact and reference point for waste management issues and communications affecting the cradle coast region.

## 5. Reporting Responsibilities

### 5.1 Strategic Plan

- a) The CCWVG Members are responsible for developing a Strategic Plan.
- b) A Strategic Plan is to be adopted every five (5) years.
- c) Preparation of a new plan is to commence one (1) year prior to expiry of the previous one.
- d) The Strategic Plan is to be presented to the Participating Councils for endorsement.
- e) The endorsed Strategic Plan is to be submitted to the CCWVG for adoption.
- f) The adopted Strategic Plan is to be forwarded to Participating Council and DWM for information.

### 5.2 Annual Plan and Budget

- a) The CCWVG Members are responsible for developing an Annual Plan and Budget.
- b) The Annual Plan and Budget will be submitted to the CCWVG for adoption, prior to 30th June each year.
- c) A copy of the adopted Annual Plan and Budget will be forwarded to Participating Councils and DWM for information.

- d) The CCWVG will be responsible for ensuring that the projects and actions are delivered in accordance with the Annual Plan and Budget.

### **5.3 Annual Report**

- a) The CCWVG Members are responsible for developing an Annual Report.
- b) An Annual Report will be adopted prior to 30th November each year and is to include reporting against the Annual Plan and Budget.
- c) The adopted Annual Report will be forwarded to Participating Councils and DWM for information.

### **5.4 Other**

- a) DWM is to prepare quarterly financial reports to be forwarded to the CCWVG Chair within 30 days of the end of the quarter. The most current financial reports are to be included in the CCWVG meeting agenda.
- b) Participating Councils are to update the Data Collections Portal monthly with council waste data. DWM is to then prepare quarterly reporting of the collected data to members at each CCWVG meeting.
- c) DWM is to maintain a Report and Resources List annually.

## **6. Conflict of Interest**

Members are to act in the best interest of the region and will perform their responsibilities in good faith, honestly and impartially and avoid situations that might compromise their integrity or otherwise lead to conflicts of interest. Proper observation of these principles will protect the group and its members and will enable public confidence to be maintained.

When members believe they have a conflict of interest either real or perceived, on a subject that will prevent them from reaching an impartial decision or undertaking an activity consistent with the group's functions, they will declare a conflict of interest to the Chairperson at the start of the meeting and withdraw themselves from the discussion and/or activity.

## **7. Meetings**

Meetings can be held in person, via video conference or tele conference.

### **7.1 Frequency of Meetings**

- a) Meetings will be held at a frequency and location determined by the CCWVG.

- b) Meeting dates are to be set a minimum of eight (8) weeks in advance by the group.

## **7.2 Agendas and Minutes**

Protocols for the preparation and distribution of agendas and minutes are detailed under Attachment 2.

## **7.3 Quorum**

- a) A meeting quorum will be four (4) voting members of the CCWMG.
- b) If a quorum is not present prior to the scheduled meeting start time, then the meeting is to be abandoned.
- c) Members may nominate a proxy to attend the meeting on their behalf during periods of leave by the member.

## **7.4 Urgent Matters**

A meeting may be called by the Chairperson to discuss specific matters for urgent attention that can't wait until the next regular meeting. Any notice of the meeting is satisfactory so long as the meeting is accepted by and attended by an absolute majority of members.

## **7.5 Circular Resolution**

A circular resolution may be instigated by the Chairperson if a decision is required between meetings. Circular resolutions should be used sparingly and should be limited to use for procedural matters, non-controversial matters or for matters that have had prior discussions in meetings, do not require further discussion and which cannot be deferred to the next meeting. Circular resolutions should not be used for dealing with urgent or controversial matters that arise of which the Members are previously unaware.

A circular resolution is a documented resolution which is signed by Members with wording to signify they are in favour of the resolution. Acceptable forms of signed documentation can include: printed copy with original signature, scanned signed copy received by electronic mail (email), or consent received by email.

The circular resolution is determined by an absolute majority of Members in favour of the resolution.

## **8. Publicity / Media**

Only the Chairperson or their delegate may make or issue public statements in relation to the decisions of the CCWMG.

## 9. Dispute Resolution

If a difference or dispute arises between any of the Members or any Member/s and DWM in connection with this Term of Reference, any party may give the other party a written notice setting out full details of the Dispute (“Notice of Dispute”).

A Member, or Council or DWM, may not commence any court or arbitration proceedings in relation to a Dispute unless a Notice of Dispute has been served (either by or on that party) and that party has made all reasonable attempts to resolve the Dispute in accordance with this section.

The parties must attempt to resolve any dispute promptly by negotiating in good faith. If the parties are unable to resolve the dispute within ten (10) days after a Notice of Dispute is served, each party must agree to engage the services of an independent person to support all parties participation in informal resolution processes. This independent person will assist the parties in discussing available options, or may facilitate any other necessary arrangements to support the best possible outcomes. This independent person must have an appropriate skill set within the local government context, experience in issues resolution and interpersonal skills which can assist in resolving matters of conflict.

If the dispute is not resolved, or the Members have not agreed on any alternative method to resolve the dispute, within twenty (20) days after a Notice of Dispute is served, then either party may commence arbitration proceedings before a single arbitrator appointed by agreement between the parties (or failing agreement, appointed by the President of the Law Society of Tasmania) to arbitrate a resolution of the dispute and the decision of the arbitrator shall be binding on both parties.

Nothing in this Terms of Reference prevents a Member from seeking injunctive or urgent declaratory relief at any time.

Each Member must continue to perform its obligations under this Terms of Reference despite the existence of any dispute.

## 10. Administrative Arrangements

Attachment 1 details the roles and responsibilities of the members.

Attachment 2 details the protocols for the development and distribution of meeting agendas and minutes.

Attachment 3 details the CCWVG’s financial management protocols.

## **11. Procurement**

The CCWVG cannot procure goods and services directly. DWM is the preferred supplier of services to the CCWVG.

Goods and services will be procured in accordance with the adopted policies and practices of the organisation procuring the services so long as they do not breach any statutory obligations.

The procuring organisation is responsible for the administration and management of contractors in accordance with the organisations adopted policies and practices so long as they do not breach any statutory obligations.

DWM procurement policies can be provided on request.

## **12. Dissolution of the CCWVG**

The CCWVG can only be dissolved when a majority of the Participating Councils have approved the dissolution.

In the event the CCWVG is dissolved, the balance of prepaid income will be split among the Participating Councils in proportion to prior financial year's contribution of municipal solid waste levy funds (Council contribution, not landfill contribution).

## **13. Confidentiality**

This Terms of Reference is a contract for confidentiality among the Members of the group to maintain security and confidentiality of the CCWVG's communications and information.



## **14. Attachment 1 – Roles and Responsibilities**

### **14.1 Chairperson**

#### 14.1.1 General:

- a) Provide leadership;
- b) Set meeting Agenda's;
- c) Oversee the CCWMG's activities;
- d) Act as the CCWMG's spokesperson; and
- e) To be a representative on the Local Government Association of Tasmania Waste Reference Group.

#### 14.1.2 Meetings:

- a) The Chairperson is the chair for every meeting;
- b) Undertake any necessary preparation prior to the meeting;
- c) Ensure a quorum is present;
- d) Start the meeting on time;
- e) Control the meeting and keep to the Agenda;
- f) Allow fair and open discussion on matters so that decisions can be made;
- g) Re-focus discussion that has wandered off topic;
- h) Conclude one point and lead into the next;
- i) Clarify any misunderstanding; and
- j) Pace the meeting ensuring it runs on time.

### **14.2 Members**

#### 14.2.1 General:

- a) Promote and support the CCWMG activities;
- b) Ensure timely response of information is provided by their council;
- c) Be the waste spokesperson between their council and the CCWMG;
- d) Have the authority to make decisions on behalf of their councils.

#### 14.2.2 Meetings:

- a) Undertake any necessary preparation prior to the meeting;
- b) Arrive on time;
- c) Participate but do not interrupt each other;
- d) All remarks are addressed through the Chairperson;
- e) Speak honestly and frankly. Be prepared to challenge the status quo, and equally, to compromise for the benefit of the region;

- f) A vote is taken if consensus is not reached. The majority wins the vote, and all Members are to accept the majority decision;
- g) Note down any action agreed upon; and
- h) After the meeting, undertake any agreed action and brief others as appropriate.

### **14.3 Dulverton Waste Management**

- a) To provide executive, administrative, financial and communication support to the group;
- b) To collect and distribute the waste management levy;
- c) To project manage actions arising from the Cradle Coast Waste Management Strategy allocated by the CCWWMG, within agreed budget and timeframes;
- d) To provide technical support to the CCWWMG;
- e) To attend CCWWMG meetings and provide project status reports, including up to date costings; and
- f) When procuring goods and services in relation to agreed projects, to do so in compliance with all legal and regulatory requirements, work health and safety environmental legislation and statutory requirements and DWM's procurement policies.

### **14.4 CCWWMG**

- a) Will be responsible for ensuring that the projects and actions are delivered in accordance with the Annual Plan and Budget;
- b) Will agree to the Terms of Reference being amended, varied or modified following a majority vote of the Participating Council members;
- c) Will appoint the Chairperson who shall be a member of the CCWWMG and this appointment is for a term of two (2) years;
- d) Will adopt the Annual Plan and Budget prior to 30th June each year; and
- e) Can dissolve the CCWWMG when a majority of the Participating Councils have approved the dissolution.

## 15. Attachment 2 – Agenda & Minute Protocol

### 15.1 Agendas / Notice of Meetings

- a) DWM is responsible for coordinating meeting Agenda's;
- b) DWM is to request Agenda Items from CCWWMG Members no less than seven (7) business days prior to the Agenda due date
- c) Members are to provide DWM with Agenda Items (including attachments) no less than five (5) business days prior to the Agenda due date
- d) DWM is to provide the Chairperson with the final draft Agenda for approval, no less than two (2) business days prior to the Agenda due date;
- e) The Chairperson is to review the Agenda within one (1) business days and advise the DWM of any changes; and
- f) The DWM is to issue all CCWWMG Members with the Agenda no less than one (1) week prior to the meeting date.

### 15.2 Minutes

- a) At each meeting, the DWM is to takes notes for the purpose of drafting Minutes;
- b) Within five (5) business days of the meeting, DWM is to issue the Chairperson with the draft Minutes for review;
- c) Within ten (10) business days of the meeting, the Chairperson is to review the draft Minutes, obtain feedback from members if necessary and advise DWM of any changes;
- d) Within fifteen (15) business days of the meeting, DWM is to release the draft Minutes as Unconfirmed Minutes to all CCWWMG Members, and also the Executive Assistants of each Participating Council (as requested) for inclusion as an open Agenda Item at Council Meetings;
- e) In preparation for the next meeting, DWM is to list the Unconfirmed Minutes on the Agenda for confirmation; and
- f) Within two (2) business days following the conclusion of the next meeting, DWM is to provide the Confirmed Minutes to Participating Councils for their records.

## 16. Attachment 3 – Financial Management Protocols

### 16.1 Dulverton Waste Management

- a) The Participating Councils appoint DWM for the management of funds.
- b) DWM will maintain a ledger system which allows discreet project costs to be easily monitored and reported.
- c) DWM will handle and process accounts payable in relation to project expenses.
- d) DWM will on-charge recoverable project expenses to relevant parties (such as the NTWVG or WSS) as required.
- e) Income will be deemed not to be earned by DWM until services have been rendered in accordance with the terms of this agreement. The balance of unearned income will be accounted for as a liability and be ultimately refundable to the Participating Councils in accordance with the provisions of clause 12 of this agreement.
- f) DWM will not be responsible to the Participating Councils for any liability, cost or expense (including legal fees) that the parties may incur arising out of the activities undertaken as part of the Regional Waste Management Strategy or the activities of DWM in performing its duties under this agreement, except to the extent that the liability costs or expenses arose directly from the DWM's wilful misconduct, bad faith or negligence.
- g) The Participating Councils irrevocably and unconditionally indemnify DWM from any liability cost or expense (including legal fees) in performing its financial management, except to the extent that the liability cost or expense arose directly from DWM's wilful misconduct, bad faith or negligence.